SOLICITATION/CONTR OFFEROR TO COMPLET			ITEMS	1. REQUISITION	ON NUMB	PA	PAGE OF			
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITAT	ION NUM	BER			SOLICITA DATE	ATION ISSUE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME	- <b>I</b>	b. TELEPHONE NUMBER (No collect calls)						OFFER D LOCAL T	DUE DATE/ IME
9. ISSUED BY	CODE		HUBZON BUSINES SERVICE VETERAL	USINESS  E SMALL SS -DISABLED N-OWNED	WOMEN (WOSB)	RICTED O I-OWNED S ELIGIBLE BUSINESS B	SMAL UND	ER THE	ESS NOMEN NAICS:	
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 14. METHOD OF SOLICITATION							
SEE SCHEDULE  15. DELIVER TO	CODE		16. ADMINISTER	ED BV		RFQ		] IFB		RFP
									·	
TELEPHONE NO.										
17b. CHECK IF REMITTANCE IS DIFF OFFER	FERENT AND PUT SUCH ADDRES	SS IN		INVOICES TO AI	_	SHOWN I	N BL	OCK 18a	UNLES	S BLOCK
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SEI	RVICES		21. QUANTITY	22. UNIT	UNI	23. T PRIO	CE		24. AMOUNT
(Use Rever 25. ACCOUNTING AND APPROPRIATION	se and/or Attach Additional Shee N DATA	ets as Necessary)			26. TOTAL	AWARD AM	MOUN	JT (F	or Govt.	Use Only)
27a. SOLICITATION INCORPORATES BY R	EFERENCE FAR 52.212-1, 52.212-4, F.	AR 52.212-3 AND 52.212-	-5 ARE ATTACHED. /	ADDENDA				ARE	ARE NOT	ATTACHED
27b. CONTRACT/PURCHASE ORDER INCO	ORPORATES BY REFERENCE FAR 52.2	12-4. FAR 52.212-5 IS AT	TACHED. ADDENDA				H	ARE	ARE NOT	ATTACHED
28. CONTRACTOR IS REQUIRED TO COPIES TO ISSUING OFFICE. CONTINUE OF THE CONTINUE OF OFFEROR/CONTRACTOR OF THE CONTRACTOR	TRACTOR AGREES TO FURNISH A ROTHERWISE IDENTIFIED ABOVE THE TERMS AND CONDITIONS S	AND E AND ON ANY	31a. UNITED STA	29. AWARD OF C  DATE (BLOCK 5), INCLU SET FORTH HERE TES OF AMERICA	JDING AN EIN, IS ACC	You	IS OR O ITE	CHANGES MS:	WHICH	ARE
30b. NAME AND TITLE OF SIGNER	(Type or print) 30c	c. DATE SIGNED	31b. NAME OF C	ONTRACTING OFFI	CER	(Type or p	rint)		31c. [	DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES	S/SERVICES		21. QUANTITY	21. 22. 23. QUANTITY UNIT UNIT PRICE A					
32a. QUANTITY IN COLUMN 21	HAS BEEN									
RECEIVED	INSPECTED ACCEPTE	D, AND CONFORMS TO TH	E CONTRAC	T, EXCEPT AS NOTED:	!					
32b. SIGNATURE OF AUTHORIZ	ED GOVERNMENT	32c. DATE	[32d.	PRINTED NAME AND	TITLE OF A	JTHORIZED GOVERNMEN	т			
REPRESENTATIVE				REPRESENTATIVE						
32e. MAILING ADDRESS OF AUT	THORIZED GOVERNMENT REPRESEI	NTATIVE	32f. <sup>-</sup>	FELPHONE NUMBER C	OF AUTHOR	ZED GOVERNMENT REPRI	ESENTATIVE			
			32g.	E-MAIL OF AUTHORIZ	ZED GOVER	NMENT REPRESENTATIVE				
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED	36. P	AYMENT			37. CHECK NUMBER			
In a Design	-	CORRECT FOR		COMPLETE	PARTIAL	FINAL				
PARTIAL FINAL 38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY								
41a. I CERTIFY THIS ACCOUN	IT IS CORRECT AND PROPER FOR PA	AYMENT	42a. RECEIVI	ED BY (Print)						
41b. SIGNATURE AND TITLE OF		41c. DATE								
			42b. RECEIV	ED AT (Location)						
			42c. DATE RI	EC'D (YY/MM/DD)	42	d. TOTAL CONTAINERS				

# **Attachment Page**

Replacement of 2 Condensate Pumps with Motors

## Specifications for Replacement of 2 Condensate Pumps for Building 215 Background

The NIST needs to replace the 2 Taco Model# CE2513E2LAB701D condensate pumps for Building 215 which were new and installed in 2001. Both pumps are 15 years old, these pumps are obsolete and unrepairable. These pumps need to be replaced before a catastrophic failure occurs by not allowing 170deg condensate to flow out of the AM L back to the Central Utilities Plant. Same as or equal to will be acceptable as long as the vendor can show that the "Equal to" meets the specifications by either a cut sheet or other form.

### Objectives

The objective of this procurement is to purchase 2 new pumps as described in the Specifications section.

## **Specifications**

All items must be new. Prototypes, demonstration models, used or refurbished equipment will not be considered for award.

The supplier shall furnish the government with 2 replacement condensate pumps with motors which match the specifications listed in the minimum requirements below.

Stronger consideration will be given to those who can exceed the minimum requirements.

**Line Item 0001: Two (2) Condensate Pumps** which shall meet or exceed the specifications identified below:

- 1 Pumps shall be delivered within 14 days of award. Stronger consideration will be given to those who can exceed the delivery date.
- 2 Condensate Service(170deg), Closed Coupled, Centrifugal, Enclosed Shaft, Heavy Duty
- 3 3" Discharge, 2.5" Suction
- 4 Replacement pumps shall come with a 1year parts and labor warranty from the date of installation. Stronger consideration will be given to those who can exceed a 1-year warranty.

**Line Item 0002: Two (2) Condensate Pump Motors** which shall meet or exceed the specifications identified below:

- 1 Motors shall be delivered within 14 days of award. Stronger consideration will be given to those who can exceed the delivery date.
- 2 20 Hp
- 3. 1750RPM

# **Attachment Page**

- 4. 3PH
- 5. 480VAC

## **Packaging**

- 1 Motors are required to be separated from the Pumps for shipping to prevent possible damage to the pumps, or supported in such a way as to prevent damage to either the motor or pump
- 2 All pumps shall be shipped with or at the same time as the motors.

### Delivery

FOB Destination delivery terms are required and shall take place within 14 days of award date. The Contractor shall deliver Line Items 0001 and 0002 to NIST, 100 Bureau Dr. Building 301 Room A132, Shipping and Receiving, Gaithersburg,MD 20899-1640 with ultimate delivery to Building 215.

## Installation

The pumps and motors will be installed by NIST facilities personnel.

## Inspection and Acceptance Criteria

Testing and acceptance will occur within 14 days of delivery. The Government will inspect the pumps upon arrival and notify the supplier if there any discrepancies in the shipment.

## Security

If the Vendor or private courier is delivering directly to NIST, they shall access the site through gate "C" on Quince Orchard Boulevard then to building 301Truck Inspection Station.

## **Period of Performance**

The period of performance for warranty shall be 12 months from the date of acceptance by the Government.

	SCHEDULE C	ontinued			
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001	Provide 2 pumps per attached specifications	2.00	EA		
	PR NUMBER: NB193000-16-03842 DELIVERY DATE: 06/30/2016 SHIP TO: NATIONAL INST OF STDS AND TECHNOLOGY BUILDING 301 SHIPPING AND RECEIVING 100 BUREAU DRIVE GAITHERSBURG MD 20899-0001 FOB: Destination				
0002	Provide 2 motors for the pumps in CLIN#1 per specification attachment	2.00	EA		
	PR NUMBER: NB193000-16-03842 DELIVERY DATE: 06/30/2016 SHIP TO: NATIONAL INST OF STDS AND TECHNOLOGY BUILDING 301 SHIPPING AND RECEIVING 100 BUREAU DRIVE GAITHERSBURG MD 20899-0001 FOB: Destination				

# **Table of Contents**

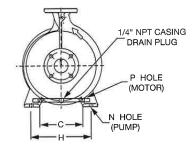
SECTION	
. 1	Cut Sheet
. 2	Evaluation Criteria
. 3	Deviation
. 4	52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONSCOMMERCIAL ITEMS (APR 2016)13
. 5	52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR
TRANSA	CTIONS RELATING TO IRANREPRESENTATION AND CERTIFICATIONS (OCT 2015)
. 6	52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)14
. 7	52.233-3 PROTEST AFTER AWARD (AUG 1996)
. 8	1352.201-70 CONTRACTING OFFICER?s AUTHORITY (APR 2010)
. 9	1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)
. 10	52.212-1 INSTRUCTIONS TO OFFERORSCOMMERCIAL ITEMS (OCT 2015)
. 11	52.212-2 EVALUATIONCOMMERCIAL ITEMS (OCT 2014)
. 12	52.212-4 CONTRACT TERMS AND CONDITIONSCOMMERCIAL ITEMS (MAY 2015)
. 13	52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS
COMMER	CIAL ITEMS (MAR 2016)
. 14	NIST LOCAL-04 BILLING INSTRUCTIONS



# **Submittal Data Information CI Series Pumps**

301-1344

EFFECTIVE: JULY	1, 2015	SUPERS	SEDES: NOVEMBE	176	60 RPM MODEL 2513	
JOB				ENGINEER		
CONTRACTOR			REP.			
ITEM NO.	MODEL NO.	IMPELLER DIA.	G.P.M.	HEAD/FT	H.P.	ELEC. CHAR.
NSF 61 Certified Yes No				WEIGHT	PUMP/MC	OTOR
N	JECT TO CUSTOMER'S IOTOR SELECTION	INTERFACE STATES AND A STATES A	- DISCHARGE  1/4" NPT GAUGE TAP B F F SUCTION			



## DIMENSIONS (250 PSI)

Model No. Flange Size (Suction x Discharge)	HP 1760 (RPM)	A ANSI Class 250	B ANSI Class 250	K ANSI Class 250	S ANSI Class 250
	7.5				9.73
	10	J			(247)
2513	15			'	
3 x 21/ <sub>2</sub>	20	5.09	12.54	2.73	
3 X 2 /2	25	(129)	(319)	(69)	10.35
(76 x 64)		ļ` ′	l`	` '	(263)

ומ	IM	FI	NS.	IO	NS

50 Cycle Performance Curves attached when applicable.

Model No. Flange Size (Suction x Discharge)	Motor Frame	HP 1760 (RPM)	Close	B ANSI Class 125	C (Motor)	D	E	F	G	H (Pump)	J	K ANSI Class 125	L	N (Pump)	Р	R	S ANSI Class 125
	213JM	7.5			8.5 (216)	8.00 (203)	5.25 (133)		13.94 (354)				6.78 (172)			5.50 (140)	
	215JM	10	1		8.5 (216)	8.00 (203)	5.25 (133)		13.94 (354)				6.78 (172)			7.00 (178)	
2513	254JM	15	1		10.0 (254)	9.50 (241)	6.25 (159)		16.19 (411)				7.90 (201)			8.25 (210)	1
	256JM	20	4.72	12.23	10.0 (254)	11.75 (298)	6.25 (159)	8.88	16.19 (411)	12.40	4.72	2.36	7.90 (201)	0.75		10.00 (254)	4
3 x 2½	284JM	25	(120)	(311)	11.0 (279)	10.75 (273)	7.00 (178)	(226)	19.81 (503)	(315)	(120)	(60)	7.90 (201)	(19)	0.53 (13)	9.50 (241)	9.98
(76 x 64)			(120)	(011)				,,		` ′	, ,				-		(253)
		_	-					8						1			1

English dimensions are in inches. Metric dimensions are in millimeters. Metric data is presented in ( ). Do not use for construction purposes unless certified.

### MATERIALS OF CONSTRUCTION

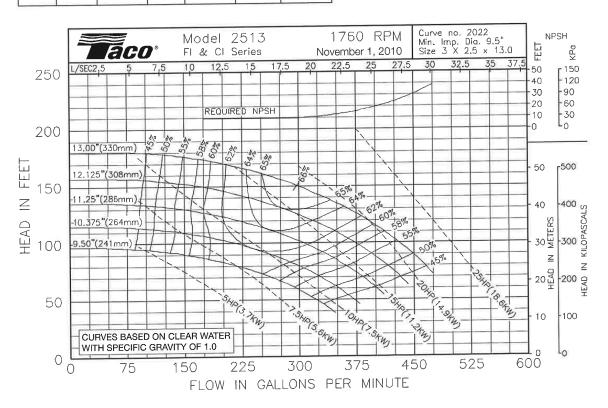
Ì	BRONZ	E FITTED	AL	L IRON	NSF 61			
Item	Standard Pump Construction	Optional	Standard	Optional	Standard	Optional		
Casing	Cast Iron ASTM A48 Class 30A	N/A	Cast Iron ASTM A48 Class 30A	N/A	Cast Iron ASTM A48 Class 30A	N/A		
Impeller	Bronze ASTM B584-836	CF	Cast Iron ASTM A48 Class 30A	CF	St, Steel AISI 416 ASTM A582	CF		
Wear Ring	None	Bronze ASTM B584-932 SAE660	None	N/A	None	Bronze ASTM B584-932 SAE660		
Shaft	St. Steel AISI 416 ASTM A582	N/A	St. Steel AISI 416 ASTM A582	N/A	SI, Steel AISI 416 ASTM A582	N/A		
Coupling	Aluminum Alloy 6061-T6	N/A	Aluminum Alloy 6061-T6	N/A	Aluminum Alloy 6061-T6	N/A		
Mechanical Seal	Ceramic / EPT	Tungsten Carbide / Silicon- Carbide/Carbon/ EPT	Ceramic / EPT	Tungsten Carbide / Silicon- Carbide/Carbon/ EPT	Ceramic / EPT	Tungsten Carbide / Silicon-Carbide/ Carbon/EPT		
Seal Flush Line	Copper	CF	Stainless Steel	CF	Copper	CF		
Support Stand	N/A	Ductile Iron ASTM A536-84 Grade: 65-45-12	N/A	Ductile Iron ASTM A536-84 Grade: 65-45-12	N/A	Ductile Iron ASTM A536-84 Grade: 65-45-12		

# **OPERATING SPECIFICATIONS**

	Standard	Optional
Flange	ANSI Class 125	ANSI Class 250
Pressure	175 PSIG* (1210 KPA)	300 PSIG** (2070 KPA)
Temperature	250°F (120°C)	250°F (120°C)

# MAXIMUM ASSEMBLY WEIGHT

Motor Frame	Weight Lbs (Kg)
213JM - 215JM	386 (175)
254JM - 256JM	546 (248)
284JM - 286JM	658 (298)



Comments

Taco, Inc., 1160 Cranston Street, Cranston, RI 02920 | Tel: (401) 942-8000 | FAX: (401) 942-2360
Taco (Canada), Ltd., 8450 Lawson Road, Suite #3, Milton, Ontario L9T 0J8 | Tel: (905) 564-9422 | FAX: (905) 564-9436 Visit our web site: www.TacoComfort.com | Printed in USA | ©2015 Taco, Inc.



Evaluation Criteria . 2

Motors: All NEMA Standard (T Frame) In accordance with ANSI Standard B16.1 Class 125 In accordance with ANSI Standard B16.1 Class 250 Dim.

## **Evaluation Criteria for 2 Condensate Pumps for Building 215**

### **Evaluation Criteria:**

Best Value: The Government intends to award one purchase order. Award will be made to the offeror whose quote conforms to the solicitation requirements; who are determined to be responsible in accordance with the FAR by possessing the financial and other capabilities to fulfill the requirements of the purchase order; and provides the overall best value to the Government, cost/price and other factors considered. The Government reserves the right to make an award to other than the lowest- priced offeror(s) or to the offeror(s) who exceeds our minimum requirements in the specifications where stronger consideration is being applied which would result in the best value to the Government. Each quote will be evaluated against the factors described below. An offeror's failure to address any factor may be considered indicative of the offeror's lack of understanding of the Government's requirements and may result in the offer being determined unacceptable. Quotes will be evaluated based on the factors identified below:

### Technical Capability, Experience, and Price.

When Technical Capability and Experience are combined will be considered more importance than Price. The factors that will be considered in evaluating the quote have been tailored to this acquisition and include only those factors that will have an impact on the selection d e c i s i o n.

The Technical Evaluation Factors: Technical Capability and Experience, will be evaluated using adjectival ratings of Exceeds, Acceptable (Meets), Unacceptable (Does Not Meet) or No Information Provided. These pumps and motors will need to be delivered NLT 14 calendar days from NTP

**Technical Capability:** Evaluation of Technical Capability shall be based on the information provided in the quote. NIST will evaluate whether the offeror has demonstrated that its proposed equipment meets or exceeds all requirements. Quotes that do not demonstrate the proposed equipment meets all requirements will not be considered further for award. Offerors shall also include product literature that addresses all specifications listed in the solicitation and clearly documents that the product offered meets or exceeds the specifications identified herein.

**Note:** If an offeror does not indicate whether its proposed equipment meets a certain technical requirement, NIST will determine that it does or does not.

### **EVALUATION CRITERIA: PRICE**

The price proposal shall describe how pricing was determined; should include, but not be limited to, the following:

- (1) Cost for equipment, supplies, and consumable materials;
- (2) A breakout of related support costs, such as equipment maintenance, rental, transportation, etc.
- (3) General Administrative expenses
- (4) Profit

# Evaluation of Specifications and Packaging of Pumps and M o t o r s :

All items must be new. Prototypes, demonstration models, used or refurbished equipment will not be considered for award.

The supplier shall furnish the government with 2 replacement submersible sewage pumps with motors which match the specifications listed in the minimum requirements below. Stronger consideration will be given to those who can exceed the minimum requirements.

**Line Item 0001: Two (2) Condensate Pumps** which shall meet or exceed the specifications identified below:

- 1 Pumps shall be delivered within 14 days of award. Stronger consideration will be given to those who can exceed the delivery date.
- 2 Condensate Service(170deg), Closed Coupled, Centrifugal, Enclosed Shaft, Heavy Duty
  - 3" Discharge, 2.5" Suction
- 4 Replacement pumps shall come with a 1year parts and labor warranty from the date of installation. Stronger consideration will be given to those who can exceed a 1-year warranty.

**line Item 0002: Two (2) Condensate Pump Motors** which shall meet or exceed the specifications identified below:

- 1 Motors shall be delivered within 14 days of award. Stronger consideration will be given to those who can exceed the delivery date.
- 2 20 Hp
- 3. 1750RPM
- 4. 3PH
- 5. 480VAC

# **Packaging**

- 1. All pumps shall be shipped with or at the same time as the motors.
- 2. Motors are required to be separated from the Pumps for shipping to prevent possible damage to the pumps, or supported in such a way as to prevent damage to either the motor or pump

## **Experience**

The Contractor shall describe their experience providing similar products; explain how their experience is relevant to this project and how their experience will ensure successful completion of the project.

NIST will evaluate the extent of the offeror's experience providing the same or similar equipment and will consider the relevance of the offeror's experience to the current requirement.

. 3 Deviation

# 52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (DEVIATION 2015-02)

Insert the following provision in all solicitations that will use Federal funds, including solicitations for the acquisition of commercial items under FAR part 12.

# PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (FEB 2015)

- (a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

# 52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02)

Insert the following clause in all solicitations and contracts that will use Federal funds, including solicitations and contracts for the acquisition of commercial items under FAR part 12, or when obligating Federal funds on existing contracts.

# PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the Contractor fails to comply with the provisions of this clause.

(End of clause)

4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (APR 2016)

. 5 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (OCT 2015)

(Reference 52.225-25)

. 6 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(Reference 52.232-40)

7 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 52.233-3)

8 1352.201-70 CONTRACTING OFFICER?s AUTHORITY (APR 2010)

(Reference 1352.201-70)

. 9 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(Reference 1352.209-74)

- . 10 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)
- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
  - (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) Remit to address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that theofferor shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contactwith telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (i) Any offer, modification, revision, or withdrawal of anoffer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be consideredunless it is received before award is made, the Contracting Officer determines that accepting the lateoffer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commercemethod authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified forreceipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government`s control prior to the time set for receipt of offers; or
  - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stampof that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at anytime before the exact time set for receipt of offers. Oraloffers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerningfacsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before theexact time set for receipt of offers, the identity of the person requesting withdrawal is established and the personsigns a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section Suite 8100

470 East L`Enfant Plaza, SW Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standardsmay be downloaded from the following ASSIST websites:
  - (i) ASSIST (https://assist.dla.mil/online/start).
  - (ii) Quick Search (http://quicksearch.dla.mil/).
  - (iii) ASSISTdocs.com (http://assistdocs.com).

- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--
  - (i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);
  - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://fedgov.dnb.com/webform. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.
- (k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.
- (1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical ratingof the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

# . 11 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

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[Contracting Officer shall insert the significant

evaluation factors, such as

- (i) technical capability of the item offered to meet the Government requirement;
- (ii) price;
- (iii) past performance (see FAR 15.304);
- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding

contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

- . 12 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015)
- (a) Inspection/Acceptance. The Contractor shall only tenderfor acceptance those items that conform to the requirements of this contract. The Government reserves the right toinspect or test any supplies or services that have been tenderedfor acceptance. The Government may require repair orreplacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. Ifrepair/replacement or reperformance will not correct thedefects or is not possible, the Government may seek an equitableprice reduction or adequate consideration for acceptanceof nonconforming supplies or services. The Government must exercise its post-acceptance rights--
  - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign itsrights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contracts Disputes, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
  - (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (q) Invoice.
- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
  - (i) Name and address of the Contractor;
  - (ii) Invoice date and number;
  - (iii) Contract number, contract line item number and, if applicable, the order number;
  - (iv) Description, quantity, unit of measure, unit price andextended price of the items delivered;
- (v) Shipping number and date of shipment, including the billof lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items acceptedby the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
  - (B) Affected contract number and delivery order number, if applicable;
  - (C) Affected contract line item or subline item, if applicable; and
  - (D) Contractor point of contact.
  - $\hbox{(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer. } \\$
  - (6) Interest.
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
  - (v) Amounts shall be due at the earliest of the following dates:
    - (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--
  - (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pa ss to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
  - (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
  - (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.
- (t) System for Award Management (SAM).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and throughfinal payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alterthe terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

- (i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has notcompleted the necessary requirements regarding novationand change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to
  - (A) change the name in the SAM database;

- (B) comply with the requirements of Subpart 42.12; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changedname.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, orfails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of aproperly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information withinthe meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAMrecord that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractorwill be considered to be incorrect information within themeaning of the Suspension of payment paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through https://www.acquisition.gov.
- (u) Unauthorized Obligations.
- (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
  - (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an ``I agree`` click box or other comparable mechanism (e.g., ``click-wrap`` or ``browse-wrap`` agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v)Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

- . 13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2016)
  - (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
    - (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
    - (2) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).
    - (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
  - (b) The Contractor shall comply with the FAR clauses in this paragraph
  - (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
    - (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).
    - (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
    - (3) 52.203-15, Whistleblower Protections Under the American Recovery L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
    - (4) 52.204-10, Reporting Executive Compensation and First-Tier PAGE 20 OF 25 SB1341-16-RC 0481

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Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101
note).
(5) [Reserved]
(6) 52.204-14, Service Contract Reporting Requirements (JAN
2014) (Pub. L. 111-117, section 743 of Div. C).
 (7) 52.204-15, Service Contract Reporting Requirements for
Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section
743 of Div. C).
 (8) 52.209-6, Protecting the Government's Interest When
Subcontracting with Contractors Debarred, Suspended, or Proposed for
Debarment. (Oct 2015) (31 U.S.C. 6101 note).
 (9) 52.209-9, Updates of Publicly Available Information
Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
 (10) [Reserved]
  (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source
Award (NOV 2011) (15 U.S.C. 657a).
     (ii) Alternate I (NOV 2011) of 52.219-3.
XX (12) (i) 52.219-4, Notice of Price Evaluation Preference for
HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to
waive the preference, it shall so indicate in its offer) (15 U.S.C.
657a).
     (ii) Alternate I (JAN 2011) of 52.219-4.
   (13) [Reserved]
   (14)
   XX (i) 52.219-6, Notice of Total Small Business Set-Aside
    (Nov 2011) (15 U.S.C. 644).
     (ii) Alternate I (Nov 2011) of 52.219-6.
     (iii) Alternate II (Nov 2011) of 52.219-6.
   (15)
     (i) 52.219-7, Notice of Partial Small Business Set-Aside
    (Jun 2003) (15 U.S.C. 644).
     (ii) Alternate I (Oct 1995) of 52.219-7.
     (iii) Alternate II (Mar 2004) of 52.219-7.
 (16) 52.219-8, Utilization of Small Business Concerns (OCT
2014) (15 U.S.C. 637(d)(2) and (3)).
   (17)
     (i) 52.219-9, Small Business Subcontracting Plan (Oct
    2015) (15 U.S.C. 637(d)(4)).
     (ii) Alternate I (Oct 2001) of 52.219-9.
     (iii) Alternate II (Oct 2001) of 52.219-9.
     (iv) Alternate III (Oct 2015) of 52.219-9.
 (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15
U.S.C. 644(r)).
(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15
U.S.C. 637(a)(14)).
 (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan
1999)(15 U.S.C. 637(d)(4)(F)(i)).
(21) 52.219-27, Notice of Service-Disabled Veteran-Owned
Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
XX (22) 52.219-28, Post Award Small Business Program
Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award
to, Economically Disadvantaged Women-Owned Small Business Concerns
(Dec 2015) (15 U.S.C. 637(m)).
 (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award
to, Women-Owned Small Business Concerns Eligible Under the Women-
Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
XX (26) 52.222-19, Child Labor--Cooperation with Authorities and
Remedies (FEB 2016) (E.O. 13126).
XX (27) 52.222-21, Prohibition of Segregated Facilities (Apr
2015).
XX (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
(29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38
U.S.C. 4212).
(30) 52.222-36, Equal Opportunity for Workers with
Disabilities (Jul 2014) (29 U.S.C. 793).
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(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
(33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
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- (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 7 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Contentfor EPA-Designated Items (May 2008) (42 U.S.C.6962(c) (3)(A)(ii)). (Notapplicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)
  (C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment(Jun 2014) (E.O.s 13423 and 13514)
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (37) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products(Dec 2007) (42 U.S.C. 8259b).
- (39) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-16.
- XX (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- XX (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (42) (i) 52.225-3, Buy American--Free Trade Agreements-- Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41,112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.`s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items(Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- XX (50) 52.232-33, Payment by Electronic Funds Transfer System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (51) 52.232-34, Payment by Electronic Funds Transfer Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

- (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
  - (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
  - (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
  - (3) 52.222-42, Statement of Equivalent Rates for Federal Hires(MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor --Price Adjustment (Multiple Year and Option Contracts)(MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (5)52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).
  - (6)52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
  - (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
  - (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
  - (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
  - (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
  - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor`s directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at allreasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be madeavailable for 3 years after any resulting final termination settlement. Records relating to appeals underthe disputes clause or to litigation or the settlement ofclaims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
  (e)
  - (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
    - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct

2015) (41 U.S.C. 3509).

- (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii)52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities(Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014),(41 U.S.C. chapter 67).
- (xi) (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
  - (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) 41 U.S.C. chapter 67.) (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
  - (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractualobligations.

(End of Clause)

## . 14 NIST LOCAL-04 BILLING INSTRUCTIONS

- (a) NIST prefers electronic Invoice/Voucher submissions and they should be emailed to INVOICE@NIST.GOV.
- (b) Each Invoice or Voucher submitted shall include the following: (1) Contract Number. (2) Contractor Name and Address. (3) Date of Invoice. (4) Invoice Number. (5) Amount of Invoice and Cumulative Amount Invoiced to-date. (6) Contract Line Item Number (CLIN). (7) Description, Quantity, Unit of Measure, Unit Price, and Extended Price of Supplies/Services Delivered. (8) Prompt Payment Discount Terms, if Offered. (9) Any other information or documentation required by the contract.
- (c) In the event electronic submissions are not used, The Contractor shall submit an original invoice or voucher in accordance with the payment provisions of this contract to: NIST: Accounts Payable Office

Gaithersburg, MD 20899-1621

(End of clause)